

Supreme Court, U. S.
FILED

SEP 5 1978

MICHAEL RODAK, JR., CLERK

APPENDIX

IN THE

**Supreme Court of the
United States**

OCTOBER TERM, 1977

No. 77-874

GENANETT ALEXANDER, *et al.*,
Petitioners

vs.

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT, *et al.*,
Respondents

**ON WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT**

PETITION FOR WRIT OF CERTIORARI FILED
DECEMBER 16, 1977
CERTIORARI GRANTED JUNE 19, 1978

IN THE
Supreme Court of the United States
OCTOBER TERM, 1977

No. 77-874

GENANETT ALEXANDER, et al.,

Petitioners

-v8.-

**UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT, et al.,**

Respondents

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT
OF APPEALS FOR THE SEVENTH CIRCUIT**

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* The judgment of the United States District Court is printed in the Petition for a Writ of Certiorari at pp. A1-A5. The opinion of the United States Court of Appeals for the Seventh Circuit is printed in the Petition for a Writ of Certiorari at pp. A6-A16. The order denying appellants' Petition for Rehearing *En Banc* is printed in the Petition for a Writ of Certiorari at pp. A17-A18.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

Date	Docket Entries
12/23/74	Complaint filed. Summons issued. Notice to Clerk filed. Request for temporary restraining order stated within the complaint. Affidavits in support of motion for temporary restraining order filed. * * *
5/5/75	Defendants file motion to dismiss with memorandum in support thereof, c/s. * * *
5/22/75	Consolidated Motion for Leave to Add Parties Plaintiff and for Enlargement of Time Within Which to Respond to Defendant's Motion to Dismiss filed. C/S.
5/22/75	Court grants plaintiff's motion to add party plaintiffs and the amended complaint is filed. * * *
6/19/75	Plaintiffs file the following: (1) answer in opposition to defendants' motion to dismiss, c/s. (2) memorandum in support of answer in opposition to defendants' motion to dismiss, c/s.
6/17/75	Court grants plaintiff's motion for extension of time to file reply brief to motion to dismiss; time is extended to and including June 19, 1975. * * *

Date	Docket Entries
6/27/75	Court rules defendant's motion to dismiss filed 5/5/75 as MOOT since amended complaint has been filed.
7/9/75	Plaintiffs file motion for leave to amend amended complaint by interlineation, c/s.
9/19/75	Request for Admissions filed. C/S.
9/22/75	Plaintiffs file request for production of documents, c/s.
9/30/75	Parties file stipulation regarding depositions. * * *
10/17/75	Defendants file motion to dismiss or in the alternative motion summary judgment with memorandum in support thereof, c/s.
1/30/76	Defendants file the following: (1) response to request for production of documents, c/s. (2) responses to requests for admission, c/s. * * *
2/4/76	Court ORDERS plaintiff to file all evidence in opposition to mot for summary judgment with brief by February 20, 1976. Defendant ORDERED to file reply by February 26, 1976.
2/24/76	Plaintiffs file the following: (1) motion for partial summary judgment, c/s. (2) memorandum in support of motion for partial summary judgment and in opposition to defendants' motion to dismiss or for summary judgment, c/s. * * *

Date	Docket Entries
3/29/76	Defendants file memorandum in opposition to plaintiffs' motion for partial summary judgment and in reply to plaintiffs' memorandum in opposition to defendants' motion to dismiss or for summary judgment, c/s.
4/21/76	Deposition of Ms. Rae Ginger filed.
4/27/76	Court GRANTS governments motion for summary judgment and the D.A. is ordered to prepare findings and judgment entry. Court DENIES plaintiffs motion for partial summary judgment and D.A. ordered to prepare entry.
4/29/76	Plaintiffs' Reply Memorandum filed. C/S. * * *
7/1/76	Court enters findings of fact, conclusion of law and judgment entry. Court finds for the defendants. CASE CLOSED.
8/27/76	Notice of Appeal filed.
8/27/76	Request for Clerk to Certify and Transmit Partial Record filed. C/S.
8/27/76	Issues Presented on Appeal filed. C/S.
8/27/76	\$5.00 filing fee paid. \$250 Cash Cost Bond filed.
8/30/76	Copy of Notice of Appeal mailed to Counsel.
8/30/76	Notice of Appeal and Docket entries mailed to Clerk, U.S. Court of Appeals.
10/7/76	Record on appeal consisting of 1 vol. pleadings transmitted to Court of Appeals.
10/5/77	Record on appeal consisting of 1 vol. of pleadings received this date from court of appeals. Certified copy of order and opinion affirming district court filed.

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT
NO. 76-1993

Date	Docket Entries
11/19/76	Appellants File Brief * * *
1/10/77	Appellees File Brief
1/25/77	Appellants File Reply Brief * * *
4/13/77	Oral Argument in Court of Appeals
5/20/77	Decision and Opinion of Court of Appeals filed, affirming judgment of District Court.
6/6/77	Appellants file Petition for Rehearing <i>En Banc</i>
6/10/77	National Association for the Advancement of Colored People, National Conference of Hispanic-American Citizens, National Conference of Catholic Charities, Chicago Council of Lawyers, South Merrill Tenant Council, and Ruth Brown file Motion for Leave to Appear and file brief as <i>Amici Curiae</i> , with supporting affidavit and documents.
6/13/77	Court of Appeals grants Motion for Leave to Appear and File Brief as <i>Amici Curiae</i> . * * *
6/27/77	<i>Amici Curiae</i> file Brief in Support of Appellants' Petition for Rehearing <i>En Banc</i> . * * *
7/18/77	Appellees file Brief in Opposition to Appellants' Petition for Rehearing <i>En Banc</i> .

Date	Docket Entries
9/19/77	Court of Appeals denies Appellants' Petition for Rehearing <i>En Banc</i> .
9/27/77	Record returned to United States District Court.

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF INDIANA
 INDIANAPOLIS DIVISION

**AFFIDAVIT OF PLAINTIFF IN SUPPORT OF
 MOTION FOR TEMPORARY RESTRAINING ORDER**

Rita Blades, having first been duly sworn upon her oath, states as follows:

1. That I reside at Riverhouse Apartments, Indianapolis, Marion County, Indiana, which is owned by the defendant United States Department of Housing and Urban Development (HUD).
2. That all rent due defendant for my occupancy of said premises, through November 30, 1974, has been paid to defendant.
3. That I tendered to an agent of said defendant the full amount of rent due for the month of December, 1974, in a timely fashion, but that said agent refused said tender.
4. That I have received a copy of the November 18, 1974, form letter from Federal American Properties, the management agent of defendant HUD, a true and accurate copy of which is attached hereto and identified as "Appendix A"; that in addition I have otherwise been informed by defendant HUD and its agents that defendants will insist upon my vacating the premises on or before December 31, 1974.
5. That I have searched for, and been unable to locate, suitable alternative living quarters which are safe, decent, and sanitary, at a comparable monthly rental rate.
6. That defendants have offered to me no relocation assistance or benefits.

7. That at no time have defendants offered me any type of hearing prior to the termination of my tenancy.

8. That if I am required to move from Riverhouse Apartments in the near future, I will incur great suffering and irreparable harm, due to my present inability to procure suitable alternative living quarters, and defendants' failure to provide any relocation assistance and benefits.

/s/ RITA BLADES
 RITA BLADES

(Jurat Omitted in Printing)

FEDERAL

American
Properties,
Inc.

TELEPHONE (317) 923-7251

REPLY TO: *1319 Wendy Lane
Indianapolis, Ind. 46218*

November 18, 1974

Dear Resident:

We regret to inform you that we have been advised by the Department of Housing and Urban Development, that due to the unsafe conditions of the buildings, it has become necessary to close Riverhouse Towers Apartments.

All residents must vacate the premises by December 31, 1974. We are sorry for any inconveniences; if we can be of any assistance to you in relocating, please feel free to call our office, telephone 635-3371.

Thank you in advance for your cooperation.

Sincerely,

**FEDERAL PROPERTY MANAGEMENT
CORPORATION**

/s/ LINDA McCOY

*Linda McCoy,
Area Supervisor*

LMcC/bjo

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

**AFFIDAVIT OF PLAINTIFF IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER**

Annie Danforth, having first been duly sworn upon her oath, states as follows:

1. That I reside at Riverhouse Apartments, Indianapolis, Marion County, Indiana, which is owned by the defendant United States Department of Housing and Urban Development (HUD).
2. That all rent due defendant for my occupancy of said premises, through November 30, 1974, has been paid to defendant.
3. That I tendered to an agent of said defendant the full amount of rent due for the month of December, 1974, in a timely fashion, but that said agent refused said tender.
4. That I have received a copy of the November 18, 1974 form letter from Federal American Properties, the management agent of defendant HUD, a true and accurate copy of which is attached hereto and identified as "Appendix A"; that in addition I have otherwise been informed by defendant HUD and its agents that defendants will insist upon my vacating the premises on or before December 31, 1974.
5. That I have searched for, and been unable to locate, suitable alternative living quarters which are safe, decent, and sanitary, at a comparable monthly rental rate.
6. That defendants have offered to me no relocation assistance or benefits.

7. That at no time have defendants offered me any type of hearing prior to the termination of my tenancy.

8. That if I am required to move from Riverhouse Apartments in the near future, I will incur great suffering and irreparable harm, due to my present inability to procure suitable alternative living quarters, and defendants' failure to provide any relocation assistance and benefits.

/s/ ANNIE DANFORTH
Annie Danforth

(Jurat Omitted in Printing)

FEDERAL

American
Properties,
Inc.

TELEPHONE (317) 923-7251

REPLY TO: *1319 Wendy Lane
Indianapolis, Ind. 46218*

November 18, 1974

Dear Resident:

We regret to inform you that we have been advised by the Department of Housing and Urban Development, that due to the unsafe conditions of the buildings, it has become necessary to close Riverhouse Towers Apartments.

All residents must vacate the premises by December 31, 1974.

We are sorry for any inconveniences; if we can be of any assistance to you in relocating, please feel free to call our office, telephone 635-3371.

Thank you in advance for your cooperation.

Sincerely,

**FEDERAL PROPERTY MANAGEMENT
CORPORATION**

/s/ LINDA McCOY
Linda McCoy,
Area Supervisor

LMcC/bjo

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

**AFFIDAVIT OF PLAINTIFF IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER**

Faye Whitney, having first been duly sworn upon her oath, states as follows:

1. That I reside at Riverhouse Apartments, Indianapolis, Marion County, Indiana, which is owned by the defendant United States Department of Housing and Urban Development (HUD).

2. That all rent due defendant for my occupancy of said premises, through November 30, 1974, has been paid to defendant.

3. That I tendered to an agent of said defendant the full amount of rent due for the month of December, 1974, in a timely fashion, but that said agent refused said tender.

4. That I have received a copy of the November 18, 1974, form letter from Federal American Properties, the management agent of defendant HUD, a true and accurate copy of which is attached hereto and identified as "Appendix A"; that in addition I have otherwise been informed by defendant HUD and its agents that defendants will insist upon my vacating the premises on or before December 31, 1974.

5. That I have searched for, and been unable to locate, suitable alternative living quarters which are safe, decent, and sanitary, at a comparable monthly rental rate.

6. That defendants have offered me no relocation assistance or benefits.

7. That at no time have defendants offered me any type of hearing prior to the termination of my tenancy.

8. That if I am required to move from Riverhouse Apartments in the near future, I will incur great suffering and irreparable harm, due to my present inability to procure suitable alternative living quarters, and defendant's failure to provide any relocation assistance and benefits.

/s/ FAYE WHITNEY
Faye Whitney

(Jurat Omitted in Printing)

FEDERAL

American
Properties,
Inc.

TELEPHONE (317) 923-7251

REPLY TO: 1319 Wendy Lane
Indianapolis, Ind. 46218

November 18, 1974

Dear Resident:

We regret to inform you that we have been advised by the Department of Housing and Urban Development, that due to the unsafe conditions of the buildings, it has become necessary to close Riverhouse Towers Apartments.

All residents must vacate the premises by December 31, 1974.

We are sorry for any inconveniences; if we can be of any assistance to you in relocating, please feel free to call our office telephone 635-3371.

Thank you in advance for your cooperation.

Sincerely,

FEDERAL PROPERTY MANAGEMENT
CORPORATION

/s/ LINDA McCOY

Linda McCoy,
Area Supervisor

LMcC/bjo

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

REQUEST FOR ADMISSIONS

Plaintiffs request Defendants United States Department of Housing and Urban Development and Carla A. Hills, within thirty (30) days after service of this request, to admit for the purpose of this action only, the truth of the following facts:

1. Plaintiff Genanett Alexander formerly resided with her four children at Riverhouse Apartments, No. 10120S.
2. Plaintiff Alexander assumed occupancy of her apartment August 5, 1974, pursuant to a lease with Riverhouse Apartments, Inc., and vacated said apartment on February 10, 1975.
3. Plaintiffs John and Rita Blades are husband and wife and formerly resided with their three children at Riverhouse Apartments, No. 106-S, 1150-1152 White River Parkway, Indianapolis, Indiana.
4. Plaintiffs John and Rita Blades assumed occupancy of their apartment on May 10, 1974, pursuant to a lease with Riverhouse Apartments, Inc., and vacated said apartment in January, 1975.
5. Plaintiff Loretta Carson formerly resided at Riverhouse Apartments, No. 403-N, 1150-1152 White River Parkway, Indianapolis, Indiana.
6. Plaintiff Carson assumed occupancy of her apartment in June, 1974, pursuant to a lease with Riverhouse Apartments, Inc., and she vacated said apartment in January, 1975.

7. Plaintiff Annie Danforth formerly resided at Riverhouse Apartments, No. 601-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

8. Plaintiff Danforth assumed occupancy of her apartment on August 20, 1974, pursuant to a lease with defendant HUD, and she vacated said apartment in January, 1975.

9. Plaintiff Clarence Holland formerly resided in Riverhouse Apartments, No. 311-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

10. Plaintiff Holland assumed occupancy of his apartment in July, 1969, pursuant to a lease with Riverhouse Apartments, Inc., and he vacated said apartment in January, 1975.

11. Plaintiff Doris Hood formerly resided in Riverhouse Apartments, No. 1003-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

12. Plaintiff Hood assumed occupancy of her apartment in June, 1969, pursuant to a lease with Riverhouse Apartments, Inc., and she vacated said apartment in January, 1975.

13. Plaintiff Martha Parson formerly resided at Riverhouse Apartments, No. 709-N.

14. Plaintiff Parson assumed occupancy of her apartment in September, 1972, pursuant to a lease with Riverhouse Apartments, Inc., and she vacated said apartment on November 25, 1974.

15. Plaintiff Jo Ann Jackson formerly resided in Riverhouse Apartments, No. 301-S, 1150-1152 White River Parkway, Indianapolis, Indiana.

16. Plaintiff Jackson assumed occupancy of her apartment in April, 1974, pursuant to a lease with Riverhouse Apartments, Inc., and she vacated said apartment in December, 1974.

17. Plaintiff Elton Kennedy formerly resided at Riverhouse Apartments, No. 906-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

18. Plaintiff Kennedy assumed occupancy of his apartment in October, 1974, pursuant to a lease with defendant HUD, and he vacated his apartment in February, 1975.

19. Plaintiff Martha Parson and her two children formerly resided at Riverhouse Apartments, No. 810-N.

20. Plaintiff Parson assumed occupancy of her apartment on August 12, 1974, pursuant to a lease with defendant HUD, and she vacated her apartment on December 28, 1974.

21. Plaintiff Mary Patterson formerly resided in Riverhouse Apartments, No. 812-S, 1150-1152 White River Parkway, Indianapolis, Indiana.

22. Plaintiff Patterson assumed occupancy of her apartment in July, 1974, and she vacated her apartment on or about February 3, 1975.

23. Plaintiff Willa Peterson formerly resided in Riverhouse Apartments, No. 210-S, 1150-1152 White River Parkway, Indianapolis, Indiana.

24. Plaintiff Peterson assumed occupancy of her apartment on or about October 14, 1974, pursuant to a lease with defendant HUD, and she vacated her apartment on or about February 3, 1975.

25. Plaintiffs Michael Pippens and his wife formerly resided in Riverhouse Apartments, No. 411-S, 1150-1152 White River Parkway, Indianapolis, Indiana.

26. Plaintiff Pippens and his wife assumed occupancy of their apartment in February, 1973, pursuant to a lease with Riverhouse Apartments, Inc., and they vacated said apartment in January, 1975.

27. Plaintiff Irma Riggins formerly resided in Riverhouse Apartments, No. 912-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

28. Plaintiff Riggins assumed occupancy of her apartment on or about November 9, 1973, pursuant to a lease with Riverhouse Apartments, Inc., and she vacated said apartment in December, 1974.

29. Plaintiff Clara Robinson formerly resided at Riverhouse Apartments, No. 1109-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

30. Plaintiff Robinson assumed occupancy of her apartment on June 22, 1974, pursuant to a lease with Riverhouse Apartments, Inc., and she vacated her apartment on December 2, 1974.

31. Plaintiff Gloria Safford and her six children formerly resided in Riverhouse Apartments, No. 301-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

32. Plaintiff Safford assumed occupancy of her apartment on July 1, 1974, pursuant to a lease entered into with Riverhouse Apartments, Inc., and she vacated said premises on January 28, 1975.

33. Plaintiff Lonnie Washington formerly resided in Riverhouse Apartments, No. 306-S, 1150-1152 White River Parkway, Indianapolis, Indiana.

34. Plaintiff Washington assumed occupancy of his apartment on January 11, 1974, pursuant to a lease entered into with Riverhouse Apartments, Inc., and he vacated his apartment on December 13, 1974.

35. Plaintiff Faye Whitney formerly resided with her four children at Riverhouse Apartments, No. 1012-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

36. Plaintiff Whitney assumed occupancy of her apartment on September 10, 1970, pursuant to a lease with Riverhouse Apartments, Inc., and she vacated her apartment in January, 1975.

37. Plaintiff Marcella Young formerly resided in Riverhouse Apartments, No. 207-N, 1150-1152 White River Parkway, Indianapolis, Indiana.

38. Plaintiff Young assumed occupancy of her apartment in July, 1974, pursuant to a lease entered into with Riverhouse Apartments, Inc., and she vacated her apartment on December 13, 1974.

39. Defendant HUD is an Executive Department of the United States Government.

40. Defendant Carla Anderson Hills is the Secretary of HUD.

41. The Riverhouse Apartments are located at 1150-1152 White River Parkway, West Drive.

42. Riverhouse Apartments consist of two twelve-story buildings containing a total of 294 individual apartments.

43. Riverhouse Apartments were built by Riverhouse Apartments, Inc., a corporation organized under the Indiana Not-For-Profit Corporation Act in 1967.

44. The mortgage on Riverhouse Apartments was insured and subsidized by the defendant HUD under

Section 221(d)(3), 12 U.S.C. §(l)(d)(3), of the National Housing Act, which was in part designed to assist low to moderate-income tenants in obtaining decent housing and a suitable living environment.

45. On December 17, 1970, the mortgage on Riverhouse Apartments was assigned to HUD.

46. Riverhouse Apartment, Inc., fell into default on said mortgage, and on May 9, 1973, defendant HUD initiated proceedings for foreclosure in the United States District Court, Southern District of Indiana, Indianapolis Division, Civil Action No. IP 73-C-233.

47. On June 6, 1974, a decree in foreclosure was entered, ordering that Riverhouse Apartments be sold by the United States Marshal for the Southern District of Indiana, with the proceeds to be applied to costs and the balance due.

48. On August 13, 1974, Riverhouse Apartments was sold pursuant to the aforesaid decree and was purchased by defendant HUD.

49. After HUD purchased Riverhouse Apartments, it accepted rental payments from plaintiffs and other tenants, entered into leases with certain of the plaintiffs and other persons, and otherwise managed the aforesaid apartments.

50. Defendant HUD purchased Riverhouse Apartments for the purpose of rehabilitation and/or resale.

50a. The purchase of Riverhouse Apartments by HUD constitutes a federal "program or project" within the meaning of 42 U.S.C. §4622.

51. On or about September 1, 1974, defendant HUD entered into an agreement with Federal American

Properties, Inc. to manage Riverhouse Apartments and to secure the performance of needed repairs thereto, for and on behalf of defendant HUD.

52. At all times relevant hereto there has been in effect in Marion County, Indianapolis, Indiana, General Ordinance Number One-1968, as amended (April 19, 1968), an ordinance establishing minimum health and safety standards for housing.

53. At all times during 1974 and throughout plaintiffs' tenancy at Riverhouse Apartments, there existed numerous violations of General Ordinance Number One-1968, as amended (April, 1968) in and about said apartments and plaintiffs' dwelling units, rendering the same virtually uninhabitable, and constituting a health hazard.

54. At all times during 1974 the hallways, stairways, and exits of Riverhouse Apartments were unlighted.

55. At all times during 1974, the elevators were unsafe and frequently inoperative.

56. At all times during 1974, the apartments were inadequately heated, and many units were frequently without heat.

57. At all times during 1974, hot water service was inadequate, and occasionally non-existent.

58. Frequently during 1974, Riverhouse Apartments experienced plumbing malfunctions.

59. Frequently during 1974, the roof of Riverhouse Apartments leaked.

60. Frequently during 1974, plaintiffs' apartments were flooded and their personal property was damaged.

61. Federal American Properties, Inc., acting on behalf of HUD and as the agent of said defendant, by a form letter dated November 18, 1974, informed all tenants of Riverhouse Apartments, including plaintiffs, that "we have been advised by the Department of Housing and Urban Development that due to the unsafe condition of the buildings, it has become necessary to close Riverhouse Towers Apartments. All residents must vacate the premises by December 31, 1974."

62. Exhibit "A" attached to these Requests for Admissions, is a true and accurate copy of the notice to vacate issued to plaintiffs by HUD's managing agent of Riverhouse Apartments, Federal American Properties, Inc.

63. The order to vacate issued to plaintiffs by HUD's managing agent of Riverhouse Apartments, Federal American Properties, Inc. was given pursuant to a program or project of rehabilitation and/or resale of Riverhouse Apartments undertaken by a federal agency, *viz.*, defendant HUD.

64. Plaintiffs removed themselves and their personal property from Riverhouse Apartments as a result of the order issued by HUD's managing agent of Riverhouse Apartments, Federal American Properties, Inc.

65. The acquisition of Riverhouse Apartments by defendant HUD resulted in the displacement of plaintiffs.

66. Plaintiffs are "displaced persons" within the meaning of 42 U.S.C.A. §4601(6), and are thereby entitled to moving and related expenses, pursuant to 42 U.S.C.A. §4622.

67. Plaintiffs are "displaced persons" within the meaning of 42 U.S.C.A. §4601(6), and are thereby entitled

to replacement housing payments, pursuant to 42 U.S.C.A. §4624.

68. Plaintiffs are "displaced persons" within the meaning of 42 U.S.C.A. §4601(6), and are thereby entitled to relocation assistance advisory services, pursuant to 42 U.S.C.A. §4625.

69. Defendants HUD and Hills, and their agents, have failed, neglected, and refused to notify plaintiffs of the availability of the benefits outlined in Request For Admissions numbers 66, 67, and 68 and the application procedure for obtaining the same.

70. Defendants HUD and Hills, and their agents, have failed, neglected, and refused to provide plaintiffs with the benefits outlined in Request For Admissions numbers 66, 67, and 68.

71. At the time HUD acquired Riverhouse Apartments, the structures had deteriorated to the point that they were virtually uninhabitable, and posed a health hazard to the residents thereof.

72. After the time HUD acquired Riverhouse Apartment, HUD undertook to repair and rehabilitate the Riverhouse Apartments.

73. After the time HUD acquired Riverhouse Apartments, it determined that the buildings were no longer safe for occupancy.

74. After the time HUD acquired Riverhouse Apartments, it determined that the required rehabilitation could not be completed while the buildings were occupied.

75. Plaintiffs Alexander, Danforth, Hood, Holland, Houston, Jackson, Pippens, Robinson, Washington,

Whitney and Young each paid defendant HUD or the preceding owner of Riverhouse Apartments, a security deposit of one hundred dollars (\$100.00), at or about the time each respectively leased his/her apartment at Riverhouse Apartments.

76. The security deposits of the plaintiffs noted in Request for Admission number 75 and paragraph number 45 of plaintiffs' Amended Complaint were deposited in an account separate from accounts maintained for other funds relating to the management of Riverhouse Apartments.

77. The records maintained by the managers of Riverhouse Apartments reflect that the security deposits of plaintiffs noted in Request for Admission number 75 and paragraph 45 of plaintiffs' Amended Complaint were deposited in a separate account.

78. Defendants HUD and Hills, and her predecessor in office have failed, refused and/or neglected to return the security deposits of the plaintiffs noted in Request for Admissions number 75 and paragraph 45 of plaintiffs' Amended Complaint.

79. That the Receiver of Riverhouse Apartments, Inc. followed the same procedures as outlined in Request for Admission number 76.

80. That the Receiver of Riverhouse Apartments, Inc. followed the same record-making procedures outlined in Request for Admission number 77.

81. That the Receiver of Riverhouse Apartments, Inc. delivered the funds maintained in the security deposit account outlined in Request for Admission number 76 to HUD on or about the date HUD purchased Riverhouse Apartments.

82. The funds maintained in the security deposit account which were delivered to HUD were sufficient to reimburse the plaintiffs named in Request for Admission number 75 and in paragraph 45 of plaintiffs' amended complaint for their security deposits.

/s/ RICHARD L. ZWEIG
RICHARD L. ZWEIG

/s/ John D. Hutchinson
JOHN D. HUTCHINSON
Legal Services Organization
of Indianapolis, Inc.
1955 North Central Avenue
Indianapolis, Indiana 46202
926-2374

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

Richard L. Zweig hereby certifies that a copy of the foregoing has been sent to Richard Darst, Assistant United States Attorney for Defendants United States Department of Housing and Urban Development and Carla Anderson Hills, 246 Federal Courthouse by depositing a copy hereof in the United States mail, first class postage prepaid this 19th day of September, 1975.

/s/ RICHARD L. ZWEIG
RICHARD L. ZWEIG
Attorney at Law

FEDERAL

American
Properties,
Inc.

TELEPHONE (317) 923-7251

REPLY TO: 1913 Wendy Lane
Indianapolis, Ind. 46218

November 18, 1974

Dear Resident:

We regret to inform you that we have been advised by the Department of Housing and Urban Development, that due to the unsafe conditions of the buildings, it has become necessary to close Riverhouse Towers Apartments.

All residents must vacate the premises by December 31, 1974.

We are sorry for any inconveniences; if we can be of any assistance to you in relocating, please feel free to call our office, telephone 635-3371.

Thank you in advance for your cooperation.

Sincerely,

FEDERAL PROPERTY MANAGEMENT
CORPORATION

/s/ LINDA McCOY
Linda McCoy,
Area Supervisor

LMcC/bjo

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

**DEFENDANTS' RESPONSES TO PLAINTIFFS'
REQUESTS FOR ADMISSION**

In response to plaintiffs' Requests for Admission, Defendants United States Department of Housing and Urban Development and Carla A. Hills, Secretary of the United States Department of Housing and Urban Development, admit, for the purpose of this action only, the truth of the following facts:

1-43. Admit.

44. The defendants admit that the mortgage on Riverhouse Apartments was insured and subsidized by the Defendant HUD under Section 221(d)(3), 12 USC §1715(l)(d)(3) of the National Housing Act. Section 221(a) of the National Housing Act states "This section is designed to assist private industry in providing housing for low and moderate income families and displaced families."

45. HUD records indicate that the note and mortgage were assigned to the Secretary by the Government National Mortgage Association on December 22, 1970.

46. Riverhouse Apartments, Inc., fell into default on said mortgage on July 1, 1970. On May 9, 1973, defendant HUD initiated proceedings for foreclosure in the United States District Court, Southern District of Indiana, Indianapolis Division, Civil Action No. IP 73-C-233.

47. Admit.

48. On August 13, 1974, Riverhouse Apartments was sold pursuant to the aforesaid decree and was purchased by

defendant HUD, and deed to HUD was recorded on September 24, 1974.

49. Admit.

50. Defendant HUD purchased Riverhouse Apartments at the Marshal's sale in order to minimize the financial loss to be incurred by the mortgage insurance funds.

50a. The defendants deny that the purchase of Riverhouse Apartments by HUD at the Marshal's sale constitutes "acquisition of real property for a program or project undertaken by a federal agency" within the meaning of 42 USC §4622.

51. On or about September 1, 1974, defendant HUD entered into an agreement with Federal Property Management Corporation to manage Riverhouse Apartments and perform authorized repairs and maintenance services for and on behalf of defendant HUD.

52. Admit.

53. Due to the fact that HUD did not take possession until September 1, 1974, it did not have information concerning the property at all times prior to its possession. HUD was notified on August 23, 1974 just prior to taking over of various deficiencies in the project (see Exhibit A). HUD also made an inspection in June of 1974 which disclosed some deficiencies (see Exhibit B).

54. See answer to 53.

55. See answer to 53.

56. See answer to 53.

57. See answer to 53.

58. See answer to 53.

59. See answer to 53.

60. See answer to 53.

61-62. Admit.

63. The defendants deny that the order to vacate issued to plaintiffs by HUD's managing agent of Riverhouse Apartments, Federal Property Management Corporation, was given pursuant to a program or project of rehabilitation and/or resale of Riverhouse Apartments undertaken by a federal agency, *viz.*, defendant HUD.

64. Plaintiffs removed themselves and their personal property from Riverhouse Apartments as a result of the letter issued by HUD's managing agent of Riverhouse Apartments, Federal Property Management Corporation.

65. The defendants deny that the acquisition of Riverhouse Apartments by defendant HUD resulted in the displacement of plaintiffs. Rather the unsafe conditions of the buildings made it necessary to close Riverhouse Apartments.

66. The defendants deny that plaintiffs are "displaced persons" within the meaning of 42 USCA §4601(6), and are thereby entitled to moving and related expenses, pursuant to 42 USCA §4622.

67. The defendants deny that plaintiffs are "displaced persons" within the meaning of 42 USCA §4601(6), and are thereby entitled to replacement housing payments, pursuant to 42 USCA §4624.

68. The defendants deny that plaintiffs are "displaced persons" within the meaning of 42 USCA §4601(6), and are

thereby entitled to relocation assistance advisory services, pursuant to 42 USCA §4625.

69. Due to the fact that, by statute, plaintiffs are not entitled to relocation assistance and payments under the Uniform Relocation Act, they have not been provided with notice of these benefits.

70. The defendants admit that defendants HUD and Hills, and their agents, have refused to provide plaintiffs with the benefits outlined in Request for Admissions numbers 66, 67, and 68.

71. At the time HUD acquired Riverhouse Apartments, the general living conditions were poor.

72. Other than performance of authorized repairs and maintenance services, HUD denies that, since acquisition, it undertook to repair and rehabilitate the Riverhouse Apartments.

73. Admit.

74. The defendants deny the statement as the Department has not undertaken to repair and rehabilitate the Riverhouse Apartments, other than to perform authorized repairs and maintenance services.

75. Plaintiffs Alexander, Danforth, Hood, Holland, Houston, Jackson, Pippens, Robinson, Washington, Whitney and Young each paid the preceding owner of Riverhouse Apartments, a security deposit of one hundred dollars (\$100.00), at or about the time each respectively leased his/her apartment at Riverhouse Apartments.

76-77. Admit.

78. Defendants HUD and Hills, and her predecessor in office, admit that the refused to return the security deposits

of the plaintiffs, other than plaintiff Young, noted in Request for Admissions number 75 because other than plaintiff Young, the plaintiffs were not current in their rent payments and the security deposit was applied to rent under authorization of HUD Handbook 4315.1. Section 109(b)(1).

79-82. Admit.

I, Thomas P. O'Malley, declare that these statements are true to the best of my knowledge.

/s/ THOMAS P. O'MALLEY

Thomas P. O'Malley, Attorney Advisor
Indianapolis Area Office
United States Department of
Housing and Urban Development

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of the foregoing pleading upon the plaintiffs herein by mailing a copy thereof to counsel of record John D. Hutchinson, Legal Services Organization, Inc., 1955 N. Central Avenue, Indianapolis, Indiana 46202 on this 30th day of January, 1976.

/s/ RICHARD L. DARST

RICHARD L. DARST
Assistant United States Attorney
246 U. S. Courthouse
46 E. Ohio Street
Indianapolis, IN 46204

EXHIBIT A

STATE OF INDIANA
DIVISION OF LABOR
633-4473

BUREAU OF SAFETY EDUCATION & TRAINING
BUREAU OF ELEVATOR SAFETY
BUREAU OF FACTORY & BUILDING INSPECTION
I.O.S.H.A.
BUREAU OF WOMEN & CHILDREN
BUREAU OF MINES & MINING

DEPARTMENT OF
MEDIATION & CONCILIATION
DEPARTMENT OF
MINIMUM WAGE & CLAIMS
DEPARTMENT OF STATISTICS

August 23, 1974

Mr. Lester Davis
River House
Indianapolis, Indiana

Dear Mr. Davis:

Corrections for temporary operation of elevators #33724 and #33725 are as follows:

For #33725 South Elevator #2:

1. Reinstall or eliminate exposed wires at basement landing.
2. Install covers on the door operator and car top junction box.
3. Adjust all doors, door closers and interlocks.
4. Refasten all sight guards on all hoistway doors.
5. Bolt side access doors in the closed position.

6. Remove all litter and trash from elevator hoistway and pit area.

For #33724 North Elevator #1:

While the elevator is in its present state of repair, all hoist way doors shall be bolted in the closed position.

Very truly yours,

/s/ WILLIAM H. BALDWIN

William H. Baldwin
Chief Elevator Inspector

WHB:dw

P. S. Before final approval is given for all elevators, they must be restored to their original condition.

cc: Don Boltz, Haughton Elevator Co.
Jack Griffen, Receiver
Pat O'Malley, HUD
Charles Holifield, Housing Management Consultants

EXHIBIT A

CITY OF INDIANAPOLIS

RICHARD G. LUGAR, MAYOR
 DONALD E. LAMB, CHIEF
 FIRE DEPARTMENT HEADQUARTERS
 301 EAST NEW YORK STREET
 INDIANAPOLIS, INDIANA 46204

August 23, 1974

Mr. Choice Edwards
 Deputy Director, H.U.D.
 4720 Kingsway Drive
 Indianapolis, Indiana 46205

Re: River House Apartments
 1150-52 White River Dr., W.
 Indianapolis, Indiana
 Inspected: 8/22/74

Dear Sir:

You are hereby notified that an inspection of the above premises has been made by this bureau and our recommendations recorded. Attached hereto is a copy of the recommendations for your consideration and compliance.

Respectfully,

/s/ JAMES E. MITCHELL

James E. Mitchell, Chief
 Director of Fire Prevention
 Indianapolis Fire Department

cc/

Mr. Pat O'Malley, Dept. of H.U.D.
 Mr. Ray Hendricks, Div. of Buildings
 Mr. Jack Griffin, Griffin Realty
 Mr. George Kline, Chief Electrical Inspector, City
 Mr. William Goodwin, State Fire Marshal
 Mr. James Crawford, Div. of Code Enforcement
 Mr. Floyd Sterrett, Health & Hospital Corp.
 files

EXHIBIT A

CITY OF INDIANAPOLIS

RICHARD G. LUGAR, MAYOR

DONALD E. LAMB, CHIEF

FIRE DEPARTMENT HEADQUARTERS
 301 EAST NEW YORK STREET
 INDIANAPOLIS, INDIANA 46204

August 23, 1974

Mr. Choice Edwards
 Deputy Director, H.U.D.
 4720 Kingsway Drive
 Indianapolis, Indiana 46205

Re: River House Apartments
 1150-52 White river Dr., W.
 Indianapolis, Indiana
 Inspected 8/22/74

Dear Sir:

We found the following violations of the Fire Code or unsafe conditions:

1. Most exits not marked or lights on.
2. Several stairway fire doors will not close tight.
3. Floor by floor alarm system out of order.
4. Standpipe shut-off wheels missing on several floors.
5. Elevators in poor condition.
6. Trash in stairwells and hallways.

7. Fire hose in hallway cabinets molded or missing on many floors. Some cabinets cannot be opened.
8. Parking in front fire lane.
9. Some exit doors are missing handles.
10. Fire hydrant in front of building faces away from building and difficult for engine to hook upto.
11. Incinerator chute doors in both towers on all floors are in need of repairs.
12. Incinerators are in deploreable condition.
13. Incinerator dump doors are not upto Code:
 - A. No fuse links
 - B. Do not close
 - C. Are jammed by ashed and trash
14. All hose cabinets shall be restored to original condition according to Code.
15. Fire alarm systems shall be repaired in accordance with Fire Code.
16. All exit lights shall be repaired or replaced.
17. All exists servicing laundry room shall be unlocked.

Respectfully,

/s/ JAMES E. MITCHELL

James E. Mitchell, Chief
 Director of Fire Prevention Bureau
 Indianapolis Fire Department

/s/ LT. T. E. DYER
 Lt. T. E. Dyer, Inspector

/s/ LT. NORMAN JOHNSON
 Lt. Norman Johnson, Inspector

EXHIBIT A

Mr. Choice Edwards

August 23, 1974

Re: River House Apartments
1150-52 White River Dr., W.

1. To replace and maintain in accordance with A.B.C., Volume #1, Chapter 38, Section 3805-L, N.F.P.A., Volume #7; Pamphlet #14, Section 16, 32, Chapter 7.
 - A. Missing and damaged fire hose.
 - B. Missing brass hose nozzles.
 - C. Missing proper type fire extinguishers.
2. To replace, repair and maintain in accordance with: A.B.C., Volume #1; Chapter 35, N.F.P.A. Volume #4; Pamphlet #101, Chapter 6, Section 6-3.
 - A. Missing fire alarm pull stations.
 - B. Reactivate entire system.
3. To replace, repair and maintain in accordance with: N.F.P.A. Volume #4, Pamphlet #101, Chapter 7, Section 7-113.

Rubbish Chutes, doors and openings.
4. To replace, repair and maintain in accordance with: A.B.C. Volume #1; Chapter 34, N.F.P.A. Volume #4; Pamphlet #101, Chapter 5, Section 5-11

All illuminated exit *lights and signs*—should be ceiling fixtures.
5. To repair in accordance with; N.F.P.A. Volume #4, Pamphlet #101, Chapter 11, Section 11-3221 (1 & 3).

One (1) hour separations in corridors and stairwells—doors are not Code.

6. Point of notifications to tenants:
Violations of the following:
 - A. Setting fires in rubbish chutes.
 - B. Intentionally damaging any fire equipment or signaling devices.
 - C. Parking in fire lanes.
7. Electrical system shall be checked by licensed corp. N.F.P.A. Volume #5, National Electrical Code.
8. Elevators shall be in accordance with Indiana State Law (Chicago Elevator Code)
9. All non-unit doors shall be marked in accordance with N.F.P.A. #101 Chapter 5, Section 5-11, 5-11112.
10. Fire hydrant location—N.F.P.A. Volume #4, Chapter 4 pages 24-14.

To be knowledgeable of all recommendations. Refer to:
National Fire Protection Association #101—Chapter 11—Apartments.

IMMEDIATE STEPS SHALL BE TAKEN TO CORRECT THESE VIOLATIONS OR THE INDIANAPOLIS FIRE DEPARTMENT, FIRE PREVENTION BUREAU SHALL TAKE NECESSARY ACTION IN THE CLOSING OF THE RIVER HOUSE APARTMENTS.

EXHIBIT A

**NOTE:

ADDITIVE TO VIOLATION NUMBER 2: Fire alarm systems annunciator panel shall be provided and located in security officer's station and to be observed at all times. Municipal Code Title 5 of Marion County.

**ADDITIVE TO VIOLATION NUMBER 4:

11-3251—Every public space, hallway, stairway and other means of egress shall have illumination in accordance with section 5-10. Any apartment building with more than 25 living units shall have type 1 or type 2 emergency exit lighting.

EXHIBIT B

**Mr. Daniel B. Bowman, Assistant Director,
Technical Service Branch**

June 27, 1974

PTC:NWD:mev

Robert W. Dew

Riverhouse Apartments
Indianapolis, Indiana

As per Mr. B. G. Davis' request dated May 28, 1974, the Cost Evaluation Section has made a cursory evaluation on repairs necessary to bring the subject buildings and 28 unrentable apartments to a rentable condition.

We have also listed recommended alternate items of repair.

Our estimate of repairs as of June 17, 1974, is as follows:

Install recessed lights in hallways, exits and stairways.

Replace metal doors at electric power box with 3/0 metal frame and door.

Replace all window screens (approximately 2,058 screens).

Replace 25 ranges and refrigerators.

Replace drywall in unrentable units.

Replace rubber baseboard in unrentable units.

Paint interior of unrentable units.

Replace, repair and clean floors in unrentable units.

Repair plumbing in unrentable units.

Electric repair in unrentable units.

Replace entry doors in unrentable units.

Repair incinerator chute and install eight (8) new doors on eight (8) floors.

Total \$80,350.00

The following are recommended alternate items of repair:

Rehabilitate two (2) elevators in each building. \$52,000.00

Install two (2) compactors, one (1) in each building. 8,300.00

Construct retaining walls, blacktop, sloped ground area adjacent to concrete common area.

Install six (6) foot chain link fence at patio or common area.

Landscape and renovate green area.	<u>10,370.00</u>
Total	\$70,670.00
Total	<u>80,350.00</u>
Accumulative Total	\$151,020.00

Chief, Cost Evaluation Section

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

James E. Armstrong, Area Director
Office of the Area Director, S

5.4HP: JF
190730

William R. Lake, Housing Management Division, H

First Narrative Report
Riverhouse Apartments, Inc.
Indianapolis, Indiana
Project #073-55020

Pursuant to paragraph 4 of HM 4315.1 the following narrative report has been prepared on the above captioned project.

Sponsorship and Original Need

1. Riverhouse Apartments is a former 221(d)(3)BMIR highrise property consisting of two 12-story buildings located west of downtown Indianapolis on the west bank of the White River.
2. The sponsor of the project was Flanner House Homes, Inc., a nonprofit institution in the city; and the original incorporators of the mortgagor, Riverhouse Apartments, Inc., were C. O. Alig, Jr., George H. Dirks and F. Boyd Hovde. The original Board of Directors was W. William L. Schloss, George A. Dirks, R. L. Brokenburr, C. O. Alig, Jr., Charles Brewer, Carl Dortch, F. W. Dunn, F. M. Falender, Donald B. Forbes, Eugene B. Glick, D. C. Glover, A. B. Griffith,

P. M. Hadley, F. Boyd Hovde, Glenn A. Kuhn, Sr., E. B. Newill, George S. Olive, Jr., Eugene S. Pulliam, William T. Ray, Russell J. Ryan, William J. Stout, Marion Stuart and Clarence C. Wood. The director of Flanner House, the sponsor, was Dr. Cleo Blackburn.

3. A note was executed by the Mortgagor in favor of Indiana National Bank on December 7, 1967, in the amount of \$4,233, 000.00, which note was initially endorsed on December 12, 1967. A note was finally endorsed on December 12, 1969, for the original amount.
4. From its inception, the project has suffered from poor management, high tenant turnover, poor collections and high vandalism. The Mortgagee's corporate charter was revoked in 1970 for failure to file annual statements.

The project, which was originally conceived as housing for families, has failed and suffers from lack of amenities. The project has no air conditioning and there are inadequate recreational facilities. The hallways are narrow and the two (2) and three (3) bedroom apartments are small in size. The project has been cited for various health and safety defects and the project is now unsafe for habitation.

The tenants are continually incapacitating the elevators. While the project was in the hands of the receiver, a three year-old child fell down the elevator shaft last August 1974. (See exhibits A-D.)

Due to unsafe conditions, non-payment of rents, and the excessive cost of bringing the project back into good condition, we feel that it is in the best interest of the Government to close the Riverhouse Apartments until we can sell the property.

The management company has instituted 117 eviction suits against delinquent tenants. These suits are being contested by some of the tenants, who are represented by the Legal Services Organization, and it is entirely possible that evictions will be delayed.

We originally requested that the management agent send out notices to the tenants that we were closing the building as of December 31, 1974. However, due to the tenants contacting LSO the move out has been delayed. At present we have 22 units still occupied.

Local Economic Conditions & Neighborhood Data

This project is in close proximity to Indiana University-Purdue University extension in Indianapolis (IUPUI), a growing urban complex of over 17,000 students, as well as being close to General Hospital and the Indiana University Medical Center. The project is within walking distance to public transportation. There are no shopping centers within walking distance. The project is located in the inner city of Indianapolis in a deteriorating minority neighborhood. The city itself, according to the December 1974 report of the Chamber of Commerce, had 6.5% to 7% unemployment rate, and this rate does not take into account the large layoffs from the automobile plants which have occurred subsequent to that date. The vacancy rate for apartments in the inner city is 10%.

Review of Owner's Rental Policies

The project's original rents of \$108 for one bedroom, \$126.50 for two bedrooms and \$145 for three bedrooms are still in effect. As of October 1974 only 45 of the 162 tenants were current in their rent. By November 30, only 33 of the 149 tenants were current. Security deposits have been returned to all tenants entitled to them.

Furnishings and Equipment

There are no furnished units.

Taxes

Taxes were successfully reduced in 1972. The taxes on the project for 1973 payable 1974 were \$89,829.62. The assessed value of the property is \$889,390. The taxes are the net payable after a 20% credit is deducted under a new state law.

Photographs

Photographs are included as required, but there are no floor plans available at this time.

Effect of Foreclosure Action on Tenant Lease

All leases have been terminated in the actions to close the buildings.

A disposition program will be submitted as soon as all tenant litigation is resolved.

Acting Director

cc:

Cameron, Office of Property Disposition
ARA for HM

HP:Fleming:E 1/29/75 Ext. 7038
REV:HP:Ginger:E 1/30/75 Ext. 7051 (2)